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REMARKS

The Examiner has rejected Claims 1-5 and 8-32 under 35 U.S.C. 102(b) as being anticipated by Olsen (U.S. Patent No. 5,758,069). Applicant respectfully disagrees with such rejection, especially in view of the amendments made to each of the independent claims.

With respect to independent Claims 1, 8, 13, 16 and 19, the Examiner has relied on Col. 3, line 54-Col. 4 line 30; Col. 6, lines 2-19; and Figure 3 in Olsen to make a prior art showing of applicant's claimed "receiving a message from the license enforcement server indicating a state of authorization associated wit the licensed activity" (see this or similar, but not identical language in each of the foregoing claims).

Applicant respectfully asserts that the excerpts relied on by the Examiner merely teach sending messages to the client if "any arguments fail" to be valid or if there is an error. Clearly, messages concerning invalid arguments and errors, in the context disclosed in Olsen, do not meet applicant's specific claim language, namely "receiving a message...indicating a state of authorization associated with the licensed activity" (emphasis added).

In the latest Office Action dated 10/19/2005, the Examiner has responded to applicant's arguments by emphasizing Col. 3, line 41-Col. 4, line 67. The Examiner has specifically stated that the receipt of such a message or indication within any system is necessary for the activity to progress. Applicant respectfully asserts that what is claimed is a specific "message...indicating a state of authorization associated with the licensed activity" (emphasis added). Although an indication may be necessary for activity to progress, as the Examiner contends, such indication is not inherently a message in the specific context claimed by applicant.

With respect to each of the independent claims, the Examiner has relied on Figure 4; Col. 3, line 41-Col. 4, line 67; and Col. 5 lines 11-20 in Olsen to make a prior art

showing of applicant's claimed "namespace tree...[that] uniquely identify[ies] the licensed activity" (see this or similar, but not identical language in each of the independent claims). Applicant respectfully asserts that a general database capable of storing license information does not rise to the level of specificity of applicant's claimed namespace tree, since nowhere in Olsen is there any suggestion of utilizing namespaces in a tree for uniquely identifying licensed activity.

In the latest Office Action dated 10/19/2005, the Examiner has responded to applicant's arguments by stating that the licensing system of Olsen comprises the entire network as illustrated within Figure 4. The Examiner has also argued that the dictionary definition of database when applied to the database disclosed in Olsen anticipates a namespace tree for the storage of a license. First, applicant respectfully asserts that Figure 4 merely shows a tree of computers within a network. Thus, such tree only relates to the network, and not to any sort of licensed activity. Second, the Examiner has relied on Olsen's disclosure of a single database within a licensing server to meet both of applicant's claimed "database associated with the license enforcement server" and "namespace tree." Thus, Olsen only teaches utilizing a single database per each licensing server, whereas applicant claims utilizing a database and a namespace tree.

Furthermore, applicant claims that "the namespace tree [itself] uniquely identif[ies] the licensed activity" (emphasis added). Applicant respectfully asserts that simply nowhere in Olsen is there any teaching of a namespace tree that identifies licensed activity, but instead Olsen only discloses a database that "locate[s] the necessary license certificate objects" (see Col. 4, lines 11-20-emphasis added).

Still with respect to each of the independent claims, the Examiner has relied on Col. 4, lines 23-67 and Col. 7, line 50-Col. 8, line 29 to make a prior art showing of applicant's claimed technique "wherein the license enforcement server connects to the license enforcement gateway to synchronize and validate at least one of the database and the namespace tree" (see this or similar, but not identical language in each of the independent claims).

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Applicant respectfully asserts that nowhere in Olsen is there any teaching of a "license enforcement gateway [that is utilized to] synchronize and validate at least one of the database and namespace tree," as specifically claimed by applicant. In fact, Olsen merely teaches that servers are capable of contacting other servers for <u>locating</u> a requested license (see Col. 7, lines 50-67). Simply locating a license on another server clearly does not meet applicant's claimed <u>synchronizing</u> or <u>validating</u>.

In the latest Office Action dated 10/19/2005, the Examiner has responded to applicant's arguments by stating that the gateway as taught in Olsen does synchronize and validate with such databases for the purposes of the networked database system. The Examiner has further argued that the databases must communicate and synchronize with the other systems the number of licenses currently in use otherwise the total number allowed would be violated.

Applicant respectfully disagrees with the Examiner's reasoning. First, nowhere in Olsen is there even a suggestion of <u>synchronizing</u> and <u>validating</u> a database or namespace tree, in the manner claimed by applicant. Olsen only teaches that each server includes an LSP which in turn includes a license certificate database. Furthermore, Olsen teaches that "if database access system 208 cannot locate the necessary license certificate objects in the local license certificate database, it submits requests to other LSPs to attempt to locate the necessary license certificate objects" (see Col. 4, lines 18-22). Thus, Olsen actually *teaches away* from applicant's claim language since Olsen teaches that if a license cannot be found locally, remote LSPs are also searched, which indicates that the various databases are <u>not</u> synchronized. Second, the Examiner's arguments that the databases must communicate and synchronize with the other systems so that a total number allowed is not violated does not make sense in view of the arguments made above with respect to Olsen's teachings of databases that are specifically <u>not</u> synchronized.

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The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

This criterion has simply not been met by the Olsen reference, as noted above. Nevertheless, despite such paramount deficiencies and in the spirit of expediting the prosecution of the present application, applicant has substantially incorporated the subject matter of Claims 30 and 32 into each of the independent claims.

With respect to the subject matter of Claim 30, as presently incorporated into each of the independent claims, the Examiner has relied on Col. 1, lines 54-57 in Olsen to make a prior art showing of applicant's claimed technique "wherein an alarm is created if the state of authorization includes an unauthorized state." Applicant respectfully asserts that such excerpt actually teaches that "[a]s requests are received and licenses granted, the relevant information is logged into a file to track usage of the various applications" (emphasis added). Thus, such excerpt only discloses logging when a license is granted, and not when "the state of authorization includes an unauthorized state," as claimed by applicant (emphasis added).

With respect to the subject matter of Claim 32, as presently incorporated into each of the independent claims, the Examiner has relied on Col. 3, line 41-Col. 4 line 67 to make a prior art showing of applicant's claimed technique "wherein: the license enforcement server periodically confirms the validity of at least one license according to at least one of a date, a number of launches, and a number of logged hours; and the license enforcement server authorizes licenses without communicating with the license enforcement gateway between the periodic confirmations."

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Applicant respectfully asserts that such excerpt only relates to when the "NCP handler 202 receives messages <u>from clients</u> relating to various licensing functions" (emphasis added). Furthermore, such excerpt also only relates to determining if a license is available for such licensing functions (see Col. 4, lines 11-20). Thus, clearly such excerpt does not teach that "the license enforcement server <u>periodically</u> confirms the <u>validity</u> of at least one license," as claimed by applicant (emphasis added), let alone where such validity is [specifically] confirmed "according to at least one of a date, a number of launches, and a number of logged hours." This distinction is further emphasized by applicant's claimed "license enforcement server [that] <u>authorizes</u> licenses <u>without</u> communicating with the license enforcement gateway <u>between the periodic confirmations</u>" (emphasis added). Applicant respectfully asserts that simply nowhere in Olsen is there even a suggestion of authorizing "licenses without communicating....between periodic confirmations," in the specific manner claimed by applicant.

A notice of allowance or a specific prior art showing of <u>all</u> of applicant's claim limitations, in combination with the remaining claim elements, is respectfully requested.

Thus, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. NAI1P244/01.238.01).

Respectfully submitted,
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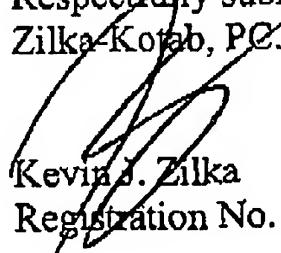
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